



## Terms & Conditions

### The Nursery

1. Upon acceptance by you of the offer of a place at the Nursery, a contract arises between you and Liddle Seeds Nursery. The following are the terms and conditions of that contract. The term 'parent' refers to person or persons who have parental and legal responsibility for a child. The Nursery follows the guidelines set by the local authority on safeguarding children and child protection at all times. Our first priority is towards the children in our care. In any instance of suspected child abuse or neglect we will deal with the matter first in the Nursery and then with local authority Safeguarding if necessary. This is a legal requirement for the Nursery.

### Services

2. The Nursery provides full time and sessional day care for children aged between the ages of two and four years and eleven months.
3. The Nursery is open Monday to Friday for 51 weeks a year with the exception of Bank Holidays and other recognised UK public holidays. The setting will close for one week during the Christmas period and the exact dates will be communicated to parents each year by October 31<sup>st</sup>.
4. The Nursery opens at 8.00am and closes at 6.00pm. Parents will not be allowed to drop off children before the Nursery opens. We ask that parents remain outside or in their vehicles until 8.00am so the staff have time to prepare the setting for the day.
5. The Nursery provides four possible sessions. The morning session runs from 8.00am to 1.00pm. The afternoon session runs from 1.00pm to 6.00pm. After school club session runs from 3.00pm to 6.00pm. A full day runs from 8.00am to 6.00pm. Additional hours further to the usual session the child attends may be added onto the start or end of the session if they are available and must only be agreed by the Nursery Manager, these hours will be charged at £8 per hour. If you use only a portion of the additional hour you will still be charged for the full hour. The Nursery will not provide childcare for ad hoc hours.

### Registration

6. An offer of a place for your child at the Nursery is accepted by completing the Registration Form and paying the non-refundable registration fee of £30 for each child registered. This fee is not applicable for those who only register for Free Early Education Entitlement (FEEE) of 15 hours per week with no additional hours.

## Fees

7. The fees are those determined by the management team of The Axis Educational Trust who owns Liddle Seeds Nursery and they are published on the website and in document form (available from the Nursery Manager).
8. Fees are calculated according to whether a child attends the Nursery on a full time or sessional basis. We operate a policy of a minimum of three sessions per week for any child to aid settling of the child and to ensure development opportunities are maximised.
9. No refunds will be given for days or sessions missed due to holidays taken by children, Bank Holidays, sickness or any other circumstances, including the closure of the Nursery in any circumstances beyond the control of the Nursery, to include acts of God, bad weather and power failures. If your child's regular session falls on a Bank Holiday there will be no recompense for the session in respect of changing the session to another day.
10. Booked sessions may not be deferred or brought forward. The booking of a session incurs a liability to pay the applicable fee irrespective of whether the child attends.
11. We reserve the right to charge interest on late fees at the rate of 2% over the Royal Bank of Scotland rate.
12. For re-presented payments, a minimum charge of £20 per occasion will be applied.
13. We reserve the right to exclude children from the Nursery if fees remain outstanding for more than fourteen days beyond the date of payment.
14. We reserve the right to review the fees from time to time by giving you notice in writing at least six weeks in advance.
15. Nursery fees include all meals and refreshments applicable to the hours of your child's attendance, with the exception of formula milk which must be provided by you.
16. Nappies, pull ups, wipes and associated creams are to be provided by the parent.
17. The core attendance fee is calculated on the basis of the weekly charge for the sessions to be attended, multiplied by 51 (weeks) and then divided by 12 (months) to give a fixed monthly charge.
18. All core attendance fees are charged monthly in advance and must be paid by standing order or voucher on the fifth day of the month to which they relate, other arrangements must be agreed in advance by the Directors.
19. Charges incurred in addition to the core attendance fee will be invoiced in arrears. They must be paid by bank transfer or cheque on the fifth day of the month which follows the month in which they were incurred.
20. The first invoice amount is payable immediately by cash or cheque.
21. Invoices are issued at least five working days prior to the fifth of each month.

### Withdrawal

22. You must give the Nursery four weeks' written notice of your intention to withdraw your child (or pay four weeks' fees in lieu thereof).
23. We may require you to withdraw your child if:
  - a) we consider that he or she is consistently disruptive or displays inappropriate behaviour;
  - b) the behaviour of the child's parents or carers is such that it affects, or is likely to affect, adversely the progress of the child or other children at the Nursery;
  - c) the behaviour of the child's parents or carers towards the Nursery staff is threatening or abusive;
  - d) your child requires special medical treatment or care which is not available at the Nursery, or if it is considered that they are not well enough to attend the Nursery, or if they are suffering from any contagious disease / infection which places the health of other children at risk.
24. The withdrawal of the child may be temporary or permanent, at the discretion of the Nursery Manager. The Nursery Manager will hold a meeting with the parents of a child at risk of withdrawal prior to any action.

### Late Collection

25. You will be liable to pay a surcharge for late collection of your child of £5 for every five minutes after the first five minutes. If a parent consistently arrives late to collect their child we reserve the right to terminate their place. The Nursery clock will be used as the timepiece for calculating late surcharges.

### Liability

26. We do not accept responsibility for accidental injury or for loss of, or damage to, and property left at the premises.
27. We accept no responsibility for children on the Nursery premises whilst in the care of a parent or guardian.
28. We maintain those insurances required by law, details of which may be obtained from the Nursery Manager. Copies of the current Employer's Liability and Public Liability Insurance policies are displayed on the notice board at the Nursery.
29. We accept no responsibility for any loss suffered by parents, whether direct or indirect, arising from the temporary closure of the Nursery or the non-admittance of your child to the Nursery.

### Illness and Injury

30. If your child is suffering from a communicable illness, he or she should not be brought to the Nursery until such time as the infection has cleared. The Nursery's exclusion policy provides further details of the procedures to be adopted. If parents consistently ignore this policy we will consider terminating their child's place at the Nursery in order to protect the health of the other children.

31. We accept no responsibility for children contracting contagious diseases or infections whilst in our care.
32. You are required to notify the Nursery Manager if your child is absent from the Nursery through illness. A full copy of the Nursery's Infection Control policy is available from the Nursery Manager.
33. If your child becomes ill whilst at the Nursery, the Nursery Manager will contact you (or the emergency contact indicated on the registration form).
34. We reserve the right to administer basic first aid and treatment when necessary.
35. You will be informed of all accidents and will be required to sign an Accident Form.
36. We will administer prescribed medicines upon completion by you of a Medicine Consent Form.

#### Child Safety

37. A list of responsible adults who are authorised to collect your child should be provided to the Nursery Manager, together with their addresses, telephone numbers and passport-quality photographs. We also operate a password system and will not allow a child to leave the premises if the password is not known.
38. Under no circumstances will your child be allowed to leave the Nursery with anyone whose name does not appear on the list of responsible adults, unless by prior arrangement. In order to make such an arrangement, you must provide the Nursery Manager with the name, address and telephone number of the person permitted to collect your child, and photographic proof of their identity will be required upon their arrival (passport or driving licence) along with the agreed password.

#### Dietary Requirements

39. We will work with you to provide suitable food for your child if he or she has special dietary requirements as diagnosed by a doctor or dietician

#### Staff

40. Where a member of the Nursery staff, within six months of leaving the employment of the Nursery, is employed by a parent or guardian to care for their child who was previously registered at the Nursery, then the parent / guardian will be liable to pay the Nursery a sum equivalent to six months' salary for the employee at the time their employment with the Nursery terminated.
41. Any babysitting service provided by a member of Nursery staff to a parent falls outside the contract which exists between the Nursery and the parent. The babysitting service is the subject of a separate contract between the parent and the member of staff in which the Nursery has no involvement whatsoever.
42. The member of staff, when babysitting, is not acting in the capacity of a Nursery nurse employed by Liddle Seeds Nursery.
43. Liddle Seeds Nursery accepts no liability for any act or omission on the part of the member staff while performing the babysitting service.

- 44. Policies of insurance kept by Liddle Seeds Nursery do not apply to any babysitting service provided by a member of staff.
- 45. The member of staff may not disclose or discuss any child or matter associated with Liddle Seeds Nursery when providing the babysitting service.
- 46. If the member of staff is asked to accompany a child when he or she leaves the Nursery premises, it is the responsibility of the parent to ensure that any driver has appropriate insurance, that the car is roadworthy and that car seats are available. The Nursery requires written confirmation of the parent's consent to the member of staff accompanying the child.

Photographs

- 47. The Nursery occasionally takes photographs which may be used in training or promotional material. If you do not wish for your child's image to be used please state this in writing to the Nursery Manager. You will be asked to sign a consent form in addition to these terms.

General

- 48. These Terms and Conditions represent the entire agreement and understanding between the parents and the Nursery. Any other understandings, agreements, warranties, conditions, terms or representations, whether oral or in writing, whether expressed or implied, are excluded to the fullest extent permitted by law.
- 49. We reserve the right to amend these Terms and Conditions at any time. Six weeks' notice will be given of any proposed amendments.

Declaration:

On behalf of Liddle Seeds Nursery

Name:	Signature	Date
.....	.....	.....

Parent/Guardian's Name:	Signature:	Date:
.....	.....	.....